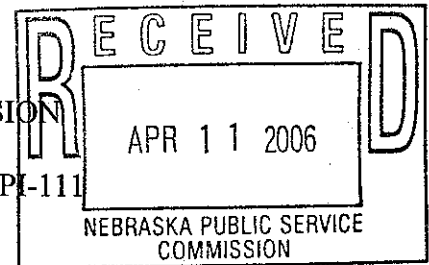


BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION



In the Matter of the Nebraska Public
Service Commission, on its own motion,
seeking to establish procedures for the
treatment of commercial agreements
not subject to the filing requirements of
§252 of the Telecommunications Act of
1996.

) Application No C-3535 / PI-111

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**COMMENTS OF COX NEBRASKA
TELCOM, L.L.C.**

Cox Nebraska Telcom, LLC ("Cox") files these comments for the Commission's consideration in Application No. C-3535. Cox appreciates the opportunity to provide input on this subject.

Cox respectfully suggests that the Commission needs to define the term 'commercial agreement' before further, more detailed comments can be provided. It is presently ambiguous what is considered a commercial agreement; thereby, making it difficult to provide comments on the treatment of such.

The Order opening this docket (dated January 18, 2006), discusses unbundled network elements ("UNEs"), and specifically, the Federal Communications Commission's Triennial Review Order. In fact, a majority of the text in the initial Order focuses on commercial agreements as they relate to UNEs. The Order states 'The Commission has reviewed a number of 'commercial agreements' to determine whether these [UNE] agreements should be filed for Commission approval.' However, there is no language in the caption of this docket limiting 'commercial agreements' to the subject matter of UNEs.

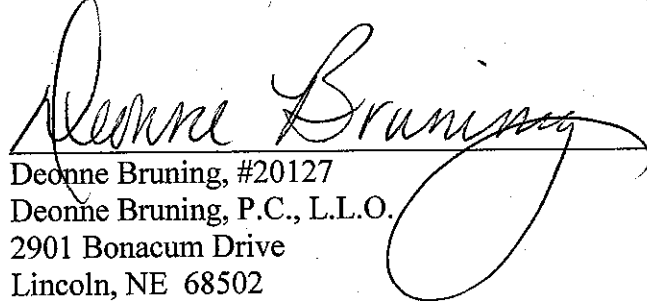
Without a definition, it is possible that numerous agreements beyond the scope of UNEs are subject to this inquiry, and accordingly, to a subsequent policy. While no other

arrangements beyond UNEs are mentioned in the Order opening this investigation, Cox has concerns it is possible that other agreements may be impacted. For example, would contracts entered into with end-user customers be considered commercial agreements? Would collocation agreements entered into between carriers be considered commercial agreements? Are agreements related to multiple dwelling units ("MDUs") construed as commercial agreements?

In conclusion, Cox does not object to the Commission's goal of bringing clarity to the present situation concerning the filing of commercial agreements or in the ultimate establishment of a policy. However, Cox believes that for thoughtful, detailed comments to be provided on this subject, the Commission must first define 'commercial agreements' so that it is commonly-understood what policy is being created.

Respectfully submitted this 11th day of April.

ATTORNEY FOR COX NEBRASKA TELCOM, LLC

A handwritten signature in cursive script, reading "Deonne Bruning", is written over a horizontal line. The signature is fluid and extends slightly to the right of the line.

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